

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re the Application of:

Richard W. Trevino et al.

Appl. No.: 10/039,070

Filed: December 31, 2001

For: TREADMILL

Confirmation No.: 9205

Art Unit: 3764

Examiner: Richman, Glenn E.

**COMBINED POWER OF ATTORNEY BY ASSIGNEE  
AND SUBMISSION UNDER 37 C.F.R. §§ 3.71 AND 3.73(b)**

Commissioner for Patents  
P.O. Box 1450  
Alexandria, VA 22313-1450

Sir:

As an officer of Nautilus, Inc. ("assignee"), a Washington corporation, I hereby certify that the undersigned is a representative authorized and empowered to sign on behalf of the assignee, and that to the best of assignee's knowledge and belief it is the assignee of the entire right, title and interest in and to the above-referenced patent application by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application identified above,  
☐ 1. a copy of which is attached; or  
☐ 2. which is recorded in the U.S. Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, a copy of which is attached.

OR

- B. ☒ A chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:

1. From: Richard W. Trevino and Bradley J. Smith To: Hebb Industries, Inc.  
The document was recorded in the U.S. Patent and Trademark Office at Reel 013059, Frame 0269, a copy of which is attached.
2. From: Hebb Industries, Inc. To: Nautilus, Inc.  
The document was recorded in the U.S. Patent and Trademark Office at Reel 019225, Frame 0182, or a copy of which is attached.

Assignee hereby appoints on its behalf the following patent attorneys to prosecute the patent application identified above and to transact all business in the Patent Office connected therewith:

Dorsey & Whitney LLP  
USPTO Customer No. 20686

Pursuant to 37 C.F.R. § 3.71, the assignee hereby states that prosecution of the above-referenced patent application is to be conducted to the exclusion of the inventors.

Send all correspondence relating to this matter to:

Dorsey & Whitney LLP  
USPTO Customer No. 20686

Direct all telephone calls to **Lee R. Osman** at **303-629-3434**.

The undersigned hereby declares that all statements made herein of his/her own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Title 18, United States Code, § 1001 and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Signed this 10<sup>th</sup> day of July, 2007.

ASSIGNEE:

NAUTILUS, INC.

By 

Name:

Title:

George M. Bolio  
Chief Patent Officer

## ASSIGNMENT

WHEREAS, we, Richard W. Trevino and Bradley J. Smith, have made a certain new and useful invention relating to a treadmill, for which we have made application for Letters Patent of the United States, which application may be identified in the United States Patent Office as Application Serial No. 10/039,070 filed on December 31, 2001, for TREADMILL; and

WHEREAS, we now own the entire right, title and interest therein; and

WHEREAS, Hebb Industries, Inc., a Texas corporation, whose post office address is 1690 38<sup>th</sup> Street, Boulder, Colorado 80301-2602, is desirous of acquiring the entire interest in and to said invention, said application or any continuation, continuation-in-part, divisional, renewal, or substitute thereof, international and foreign and regional applications corresponding thereto, and the Letters Patent, both domestic and foreign, or any reissue or reexamination thereof, to be obtained therefor:

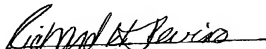
NOW THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to us in hand paid, the receipt and sufficiency of which are hereby acknowledged, we have sold, assigned, and set over and by these presents do hereby sell, assign and set over unto the said Hebb Industries, Inc., and said assignee's legal representatives, successors and assigns, the entire right, title and interest in and to said invention, said application or any continuation, continuation-in-part, divisional, renewal or substitute thereof, international and foreign and regional applications corresponding thereto, and the Letters Patent, both foreign and domestic, that may or shall issue thereon, or any reissue or reexamination thereof; and we do hereby authorize and request the Commissioner of Patents to issue said Letters Patent to the above-mentioned assignee, consistent with the terms of this Assignment.

UPON SAID CONSIDERATION, we hereby covenant and agree with the said assignee that we will not execute any writing or do any act whatsoever conflicting with these presents, and that we will, at any time upon request, without further or additional consideration, but at the expense of the said assignee, execute such additional assignments and other writings and do such additional acts as said assignee may deem necessary or desirable to perfect the assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, continuation, continuation-in-part, divisional, renewal, reissued or extended Letters Patent of the United States, or of any and all foreign countries, on said invention, and in enforcing any rights or choses in action accruing

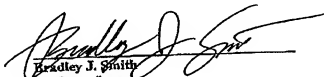
as a result of such applications or patents, by giving testimony in any proceedings or transactions involving such applications or patents, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals on the date indicated below.

April 9, 2002

  
Richard W. Trevino  
913 David Drive  
Tyler, Texas 75703

April 9, 2002

  
Bradley J. Smith  
822 Bama Lane  
Tyler, Texas 75701

**ASSIGNMENT**

WHEREAS, Hebb Industries, Inc., a corporation organized and existing under the laws of the State of Texas, and having its principal place of business at 12032 State Highway 155N, Tyler, Texas 75708-2435 (the "Assignor"), is the owner of certain new and useful systems, devices, and methods disclosed and described in a utility application for Letters Patent in the United States titled "TREADMILL," which can be identified in the United States Patent and Trademark Office by Application No. 10/039,070, filed on December 31, 2001 (the "Utility Application") with Attorney Docket No. 1479/US; and

WHEREAS, Assignor desires to assign any and all right, title and interest to said Utility Application, and any provisional, non-provisional, continuation, continuation-in-part, divisional, international, foreign, regional and convention applications corresponding thereto, and any and all Letters Patent of the United States and countries and regions foreign thereto which may grant or have granted thereto or be lodged in relation thereto, any reissue or reexamination thereof or to be obtained therefor, any renewals, or substitutes thereof, and any and all priority rights or priority claims, International Convention rights, any and all rights to collect past damages for infringement of any and all Letters Patent of the United States and countries and regions foreign thereto which may be published, which may grant, or have granted thereto or be lodged in relation thereto, and other benefits accruing to or to accrue to Assignor with respect to the filing of applications for patents or securing of patents in the United States and countries foreign thereto (the "Patent Rights");

WHEREAS, Nautilus, Inc., a corporation organized and existing under the laws of the State of Washington, and having its principal place of business at 16400 SE Nautilus Drive, Vancouver, Washington 98683 (the "Assignee"), desires to acquire any and all, right, title, and interest of Assignor in and to the invention(s), the Patent Rights, and in, to, and under any and all Letters Patent to be obtained therefor;

NOW THEREFORE, for the sum of \$1.00 and other good and valuable consideration to Assignor in hand paid, the receipt and sufficiency of which are hereby acknowledged, Assignor has sold, assigned, and transfer and by these presents does hereby sell, assign and transfer to the said Assignee, and said Assignee's legal representatives, successors and assigns, any and all of the entire right, title and interest in and to the invention(s), Patent Rights, and any and all Letters Patent to be obtained therefor;

UPON SAID CONSIDERATION, the Assignor hereby covenants and agrees with the said Assignee that it will not execute any writing or do any act whatsoever conflicting with these presents, and that it will, at any time upon request, without further or additional consideration, but at the expense of the said Assignee, execute such additional assignments and other writings and do such additional acts as said Assignee may deem necessary or desirable to perfect the Assignee's enjoyment of this grant, and render all necessary assistance in making application for and obtaining original, provisionals, non-provisionals, continuations, continuations-in-part, continuing prosecutions, divisionals, renewals, reissues, reexamined or extended Letters Patent of the United States, or of any and all foreign countries, on said Patent Rights, and execute confirmatory assignments or acknowledgments of this assignment as necessary for full enjoyment of the Patent Rights and for recording in foreign patent offices, and in enforcing any rights or choses in action accruing as a result of such Patent Rights, by giving testimony in any proceedings or transactions involving such Patent Rights, and by executing preliminary statements and other affidavits, it being understood that the foregoing covenant and

agreement shall bind, and inure to the benefit of, the assigns and legal representatives of both parties;

UPON SAID CONSIDERATION, Assignor represents and warrants that Assignor has the right, title, and authority to execute this Assignment and to convey any and all right, title, and interest in the Patent Rights, and that Assignor has not conveyed nor will convey hereafter all or part of the Patent Rights to a third party;

ASSIGNOR HEREBY AUTHORIZES said Assignee, its successors, and assigns, or anyone it may properly designate, to apply for Letters Patent in the United States and any and all foreign countries and regions, in its own name if desired, and additionally to claim priority to the filing date of the Utility Application and otherwise take advantage of the provisions of any international conventions.

IN WITNESS WHEREOF, the Assignor hereunto has executed this Assignment upon the date indicated below.

HEBB INDUSTRIES, INC.

Date: 4/25, 2007

By: 

Name: Wayne H. Bels

Title: Chief Technical Officer

STATE OF WA )  
COUNTY OF Clark ) ss.

On this 23 day of April, 2007, before me a Notary Public in and for said county, personally appeared Wayne H. Bels, the above-mentioned representative of the Assignee, Hebb Industries, Inc., who executed the foregoing patent Assignment, and represented and acknowledged that he had the requisite corporate authority to execute and accept this patent Assignment and the same was executed as a free act and deed.

(SEAL)

  
Notary Public

My commission expires: June 15, 2008



ACCEPTANCE OF ASSIGNMENT

The Assignee hereby acknowledges and accepts the foregoing assignment of rights by Assignor.

IN TESTIMONY WHEREOF, the Assignee, by its undersigned officer, confirms its acceptance on the date and in the place set forth below.

NAUTILUS, INC.

Date: 4/23, 2007

By:

Name: Wayne M. Bolio

Title: Chief Executive Officer

STATE OF WA )  
COUNTY OF Clark ) ss.

On this 23 day of April, 2007, before me a Notary Public in and for said county, personally appeared Wayne M. Bolio, the above-mentioned representative of the Assignee, Nautilus, Inc., who executed the foregoing Acceptance of Assignment, and represented and acknowledged that he had the requisite corporate authority to execute and accept this patent Assignment and the same was executed as a free act and deed.

(SEAL)

MORENE C. KUNN  
Notary Public

My commission expires:

June 15, 2008

